

III. REMARKS

Claims 1-2, 4-11, 14, 16-23, and 25-31 are pending in this application. Claims 1, 4, 11, 18, 21, 25, 26, and 31 have been amended, and no claims have been cancelled. Applicants are not conceding in this application that those claims are not patentable over the art cited by the Examiner, as the present claim amendments are only for facilitating expeditious prosecution of the allowable subject matter noted by the examiner. Applicants respectfully reserve the right to pursue these and other claims in one or more continuations and/or divisional patent applications. Reconsideration in view of the following remarks is respectfully requested.

Applicants have herein amended claims 4, 21, 25, and 31 for purposes of improved clarity only. Claim 21 has been amended herein to correct a typographical error in the spelling of the word “vehicle,” while claims 4, 25, and 31 have been amended to delete a feature from these dependent claims. Applicants submit that these amendments do not present any new subject matter.

In the Office Action, claims 1, 2, 4-11, 14, 16-23, and 25-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Church et al. (US Pat. No. 5,794,234) in view of Walker (US Pat. No. 5,794,207).

With respect to claim 11, Applicants respectfully submit that Church and Walker do not teach each and every element of the invention as claimed herein. Specifically, claim 11 (as amended herein) recites the feature of, “securing the automotive information exchange system with a security system including a firewall for controlling access to the computer system” (claim 11, lines 21-22). The recitation of “a security system including a firewall...” finds support in the specification at page 16, line 19 through page 17, line 1. In contrast with the afore-described security system, the security measures taught by Church are limited to an accounting database

system 210 which “interacts with the electronic commerce processing system 204 through one or more output files 216 ... [which is] done partly for security reasons in order to restrict access to the accounting database 210” (Col. 7, lines 27-32). Such use of output files “for security reasons” is not tantamount a “security system,” much less one “including a firewall.” In a similar vein, Walker teaches a “database secured by the central controller” (col. 10, line 7), but also fails to teach “a security system including a firewall.”

Additionally, Applicants submit that there would be no motivation to apply the teachings of Walker to Church, and even if such motivation did exist, the combination of Church’s and Walker’s teachings would not yield the result of “a method for exchanging automotive information between at least two automotive trading partners engaged in an automotive transaction” (claim 11, lines 1-2). Walker teaches a “bilateral buyer-driven system for creating binding contracts incorporating various methods of communication, commerce and security for the buyer” (col. 10, line 60 *et seq.*), citing examples including “an individual seeking car repair services” (Walker, col. 2, line 27), “car dealers” (col. 2, line 37), and “a car buyer who could precisely define the car and option packages he wanted for a specified price” (col. 10, lines 44-46). These examples illustrate the applicability of Walker’s teachings to communications between only two types of trading partners, e.g., buyers and sellers, between whom data formats would be generally uniform and consistent. In contrast, Church teaches the “transform[ing of] ... data in the format of an originating trading partner to the universal file format and from the universal file format to the ... data format of a recipient trading partner” (Church, col. 3, line 65 *et seq.*), which is more appropriate to a multilateral communication system.

Additionally, the nexus between Walker’s examples (noted above) and the automotive industry is attenuated at best. Applicants respectfully submit that a person having ordinary skill

in the art would not be motivated to combine those examples with the teachings of Church to arrive at the invention claimed herein. Accordingly, Applicants respectfully request that the rejection to claim 11 under 35 U.S.C. § 103(a) be withdrawn.

With respect to claims 14, 16, and 17, Applicants respectfully submit that these claims are allowable for reasons stated above relative to independent claim 11, and for their own additional claimed subject matter. Accordingly, Applicants respectfully request that the Office withdraw the rejections under 35 U.S.C. § 103(a) to claims 14, 16, and 17.

With respect to the rejections of independent claims 1, 18, and 26, Applicants note that each claim as amended herein includes features similar in scope to those addressed above with respect to claim 11. Further, the Office relies on the same arguments and interpretations of Church and Walker as discussed above with respect to claim 11. To this extent, Applicants herein incorporate the arguments presented above with respect to claim 11, and respectfully request withdrawal of the rejections of claims 1, 18, and 26 for the above-stated reasons.

With respect to claims 2, 4-10, 19-23, 25, and 27-31 Applicants respectfully submit that these claims are allowable for reasons stated above relative to independent claims 1, 18, and 26, as well as for their own additional claimed subject matter. Accordingly, Applicants respectfully request that the Office withdraw the rejections under 35 U.S.C. § 103(a) to claims 2, 4-10, 19-23, 25, and 27-31.

IV. CONCLUSION

Applicants respectfully submit that the Application as presented is in condition for allowance. Should the Examiner believe that anything further is necessary in order to place the

application in better condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney at the telephone number listed below.

Respectfully submitted,

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Date: August 21, 2007

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